

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
Jill Katz and Michael Katz
(b) County of Residence of First Listed Plaintiff Philadelphia Co., PA
(c) Attorneys (Firm Name, Address, and Telephone Number)
Thomas R. Kline, Esq. - Kline & Specter, P.C.
1525 Locust St., 9th Fl., Phila., PA 19102 - 215.772.1000

DEFENDANTS
Panera Bread Company
County of Residence of First Listed Defendant St. Louis Co., MO
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)
Gregory T. Sturges, Esq. - Greenberg Traurig, LLP
1717 Arch St., Ste. 400, Phila., PA 19103 - 215.988.7820

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State [X] 1 [] 1
Citizen of Another State [] 2 [] 2
Citizen or Subject of a Foreign Country [] 3 [] 3
Incorporated or Principal Place of Business In This State [] 4 [] 4
Incorporated and Principal Place of Business In Another State [] 5 [X] 5
Foreign Nation [] 6 [] 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT: 110 Insurance, 120 Marine, 130 Miller Act, 140 Negotiable Instrument, 150 Recovery of Overpayment & Enforcement of Judgment, 151 Medicare Act, 152 Recovery of Defaulted Student Loans (Excludes Veterans), 153 Recovery of Overpayment of Veteran's Benefits, 160 Stockholders' Suits, 190 Other Contract, 195 Contract Product Liability, 196 Franchise
REAL PROPERTY: 210 Land Condemnation, 220 Foreclosure, 230 Rent Lease & Ejectment, 240 Torts to Land, 245 Tort Product Liability, 290 All Other Real Property
PERSONAL INJURY: 310 Airplane, 315 Airplane Product Liability, 320 Assault, Libel & Slander, 330 Federal Employers' Liability, 340 Marine, 345 Marine Product Liability, 350 Motor Vehicle, 355 Motor Vehicle Product Liability, 360 Other Personal Injury, 362 Personal Injury - Medical Malpractice
TORTS: 365 Personal Injury - Product Liability, 367 Health Care/Pharmaceutical Personal Injury Product Liability, 368 Asbestos Personal Injury Product Liability, 370 Other Fraud, 371 Truth in Lending, 380 Other Personal Property Damage, 385 Property Damage Product Liability
PRISONER PETITIONS: Habeas Corpus: 463 Alien Detainee, 510 Motions to Vacate Sentence, 530 General, 535 Death Penalty; Other: 540 Mandamus & Other, 550 Civil Rights, 555 Prison Condition, 560 Civil Detainee - Conditions of Confinement
FORFEITURE/PENALTY: 625 Drug Related Seizure of Property 21 USC 881, 690 Other
LABOR: 710 Fair Labor Standards Act, 720 Labor/Management Relations, 740 Railway Labor Act, 751 Family and Medical Leave Act, 790 Other Labor Litigation, 791 Employee Retirement Income Security Act
IMMIGRATION: 462 Naturalization Application, 465 Other Immigration Actions
BANKRUPTCY: 422 Appeal 28 USC 158, 423 Withdrawal 28 USC 157
INTELLECTUAL PROPERTY RIGHTS: 820 Copyrights, 830 Patent, 835 Patent - Abbreviated New Drug Application, 840 Trademark, 880 Defend Trade Secrets Act of 2016
SOCIAL SECURITY: 861 HIA (1395ff), 862 Black Lung (923), 863 DIWC/DIWW (405(g)), 864 SSID Title XVI, 865 RSI (405(g))
FEDERAL TAX SUITS: 870 Taxes (U.S. Plaintiff or Defendant), 871 IRS—Third Party 26 USC 7609
OTHER STATUTES: 375 False Claims Act, 376 Qui Tam (31 USC 3729(a)), 400 State Reapportionment, 410 Antitrust, 430 Banks and Banking, 450 Commerce, 460 Deportation, 470 Racketeer Influenced and Corrupt Organizations, 480 Consumer Credit (15 USC 1681 or 1692), 485 Telephone Consumer Protection Act, 490 Cable/Sat TV, 850 Securities/Commodities/Exchange, 890 Other Statutory Actions, 891 Agricultural Acts, 893 Environmental Matters, 895 Freedom of Information Act, 896 Arbitration, 899 Administrative Procedure Act/Review or Appeal of Agency Decision, 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding []
2 Removed from State Court [X]
3 Remanded from Appellate Court []
4 Reinstated or Reopened []
5 Transferred from Another District (specify) []
6 Multidistrict Litigation - Transfer []
8 Multidistrict Litigation - Direct File []

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 USC §§ 1336, 1441
Brief description of cause: Plaintiffs allege personal injury and wrongful death allegedly resulting from ingestion of a beverage.

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. []
DEMAND \$ _____
CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

VIII. RELATED CASE(S) IF ANY (See instructions):
JUDGE _____ DOCKET NUMBER _____

DATE: Oct 26, 2023
SIGNATURE OF ATTORNEY OF RECORD: [Signature]

FOR OFFICE USE ONLY
RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 23 Half Moon Isle, Jersey City, NJ 07305

Address of Defendant: 3630 S. Geyer Rd., #100, St. Louis, MO 63127

Place of Accident, Incident or Transaction: Philadelphia, PA

RELATED CASE IF ANY:

Case Number: Judge: Date Terminated

Civil cases are deemed related when Yes is answered to any of the following questions:

- 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes No [X]
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit Pending or within one year previously terminated action in this court? Yes No [X]
3. Does this case involve the validity or infringement of a patent already in suit or any earlier Numbered case pending or within one year previously terminated action of this court? Yes No [X]
4. Is this case a second or successive habeas corpus, social security appeal, or pro se case filed by the same individual? Yes No [X]

I certify that, to my knowledge, the within case is / [X] is not related to any now pending or within one year previously terminated action in this court except as note above.

DATE: October 26, 2023

Attorney-at-Law (Must sign above)

200992

Attorney I.D. # (if applicable)

Civil (Place a checkmark in one category only)

A. Federal Question Cases:

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
2. FELA
3. Jones Act-Personal Injury
4. Antitrust
5. Wage and Hour Class Action/Collective Action
6. Patent
7. Copyright/Trademark
8. Employment
9. Labor-Management Relations
10. Civil Rights
11. Habeas Corpus
12. Securities Cases
13. Social Security Review Cases
14. Qui Tam Cases
15. All Other Federal Question Cases. (Please specify):

B. Diversity Jurisdiction Cases:

- 1. Insurance Contract and Other Contracts
2. Airplane Personal Injury
3. Assault, Defamation
4. Marine Personal Injury
5. Motor Vehicle Personal Injury
6. Other Personal Injury (Please specify):
7. Products Liability
8. All Other Diversity Cases: (Please specify):

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration)

I, Gregory T. Sturges, counsel of record or pro se plaintiff, do hereby certify:

[X] Pursuant to Local Civil Rule 53.2 § 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

[] Relief other than monetary damages is sought.

DATE: October 26, 2023

Attorney-at-Law (Sign here if applicable)

200992

Attorney ID # (if applicable)

NOTE: A trial de novo will be a jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JILL KATZ and MICHAEL KATZ, as
Administrators of the estate of SARAH
KATZ, Deceased
23 Half Moon Isle
Jersey City, NJ 07305

Plaintiffs,

v.

PANERA BREAD COMPANY
200 S. 40th Street
Philadelphia, PA 19104

And

PANERA LLC
3630 S. Geyer Road, Suite 100
St. Louis, MO 63127

Defendants.

JURY TRIAL DEMANDED

No.: _____

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendants Panera Bread Company (“PBC”) and Panera, LLC (“PLLC”) (collectively, “Defendants”), through undersigned counsel, hereby remove the above-captioned case from the Court of Common Pleas for Philadelphia County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania, and state as follows:

INTRODUCTION

1. On October 23, 2023, Plaintiffs Jill Katz and Michael Katz, as Administrators of the estate of Sarah Katz, deceased (“Decedent”), (together, “Plaintiffs”) filed the Complaint against Defendants in the Court of Common Pleas for Philadelphia County, Pennsylvania. The case is styled as *Jill Katz, et. al, v. Panera Bread Company, et. al*, October Term 2023, No. 02242.

2. As of the filing of this Notice of Removal, no one has served either PBC or PLLC with the Complaint.

3. In the Complaint, Plaintiffs allege personal injuries and wrongful death resulting from Decedent's alleged purchase and ingestion of Panera Charged Lemonade from a Panera Store located at 200 S. 40th Street, Philadelphia, PA 19104. *See* Compl., ¶¶ 79–136, attached as **Exhibit A**.

4. Plaintiffs assert claims for strict product liability, negligence, misrepresentation, and breach of express warranty. *See id.* Plaintiffs assert both wrongful death and survival claims. *See id.*

5. PBC and PLLC deny they are liable to Plaintiffs under any theory and deny that any alleged act or omission caused or contributed to Plaintiffs' alleged damages or Decedent's alleged injuries or death.

6. Removal of this action is appropriate. This Court has diversity jurisdiction under 28 U.S.C. § 1332(a) because this action is between citizens of different states and the amount in controversy exceeds \$75,000.

VENUE AND JURISDICTION

7. Venue is proper in this Court because this action is being removed from the state court in which Plaintiffs filed their Complaint, the Court of Common Pleas for Philadelphia County, Pennsylvania, which sits within the United States District Court for the Eastern District of Pennsylvania. 28 U.S.C. §§ 118(a), 1441(a), and 1446(a).

8. Federal courts have original jurisdiction over “all civil actions where the matter in controversy exceeds \$75,000, exclusive of interest and costs, and is between . . . citizens of different States.” 28 U.S.C. § 1332(a)(1).

9. Removal is proper under 28 U.S.C. § 1332(a) because: (1) there is complete diversity between Plaintiffs and Defendants; and (2) the amount in controversy exceeds \$75,000, exclusive of costs and interest.

10. In addition, all other requirements for removal are satisfied, as explained below.

BASIS FOR REMOVAL

I. REMOVAL IS PROPER BECAUSE THIS COURT HAS SUBJECT MATTER JURISDICTION UNDER 28 U.S.C. §§ 1332 AND 1441

A. The Parties Are Completely Diverse

11. Complete diversity exists because Plaintiffs are either Pennsylvania or New Jersey citizens, and none of the Defendants are either Pennsylvania or New Jersey citizens.

12. Plaintiffs bring this action solely in their capacity as “Administrators of the Estate of Sarah Katz, Deceased.” (Exhibit A, Compl. ¶ 3).

13. For purposes of diversity jurisdiction, “the legal representatives of the estate of a decedent shall be deemed to be a citizen only of the same State as the decedent” at the time of the decedent’s death. 28 U.S.C. § 1332(c)(2); *Ramsey v. Devereux Found.*, No. 16-299, 2016 U.S. Dist. LEXIS 95706, at *7 (E.D. Pa. July 22, 2016) (“For diversity purposes, where the plaintiff is the representative of the estate of a decedent, the plaintiff is deemed to acquire the citizenship of the decedent at the time of the decedent's death.”).

14. Upon information and belief, at the time of her death, the Decedent was a resident of Pennsylvania where she had been living as a college student at the University of Pennsylvania for several years; her parents were residents and citizens of New Jersey, where the Decedent grew up and lived before she attended college. (Compl. ¶¶ 1-2). Accordingly, Plaintiffs’ domicile is either New Jersey or Pennsylvania. *McCarthy v. Jauregui*, No. 3:21-CV-1759, 2023 U.S. Dist. LEXIS 97285, at *18 (M.D. Pa. June 2, 2023) (“It is generally presumed that a student who attends

a university in a state other than the student's 'home' state intends to return 'home' upon completion of studies.”). Therefore, Plaintiffs, as the legal representatives of the estate of the Decedent, are citizens of either Pennsylvania or New Jersey for purposes of diversity jurisdiction.

15. Defendant Panera Bread Company (PBC) is a corporation and Defendant Panera, LLC (PLLC) is a limited liability company.

16. A corporation is a citizen of both the state where it is incorporated and the state where its principal place of business is located. 28 U.S.C. § 1332(c)(1); *Zambelli Fireworks Mfg. Co. v. Wood*, 592 F.3d 412, 419 (3d Cir. 2010).

17. Defendant Panera Bread Company (PBC) is now, and was at the time of filing of the Complaint, a Delaware corporation with its principal place of business in Missouri. Accordingly, PBC is a citizen of Delaware and Missouri for diversity jurisdiction purposes.

18. For purposes of diversity jurisdiction, “the citizenship of an LLC is determined by the citizenship of each of its members.” *Zambelli Fireworks*, 592 F.3d at 418.

19. Defendant Panera, LLC is now, and was at the time of filing of the Complaint, a single-member limited liability company, with Panera Bread Company (PBC) as its sole member. PBC is now, and was at the time of filing of the Complaint, a Delaware corporation with its principal place of business in Missouri. Accordingly, PLLC is a citizen of Delaware and Missouri for diversity jurisdiction purposes.

20. Accordingly, Plaintiffs are either citizens of Pennsylvania or New Jersey, and Defendants are citizens of Delaware and Missouri for diversity jurisdiction purposes.

B. The Amount-in-Controversy Is Satisfied

21. The \$75,000 amount-in-controversy requirement is also satisfied.

22. A federal district court has “original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$ 75,000, exclusive of interests and costs.” *Meltzer v. Cont’l Ins. Co.*, 163 F. Supp. 2d 523, 525 (E.D. Pa. 2001) (citing 28 U.S.C. § 1332(a)(1)).

23. Pursuant to § 1446(a), a defendant seeking to remove a case must include in its notice of removal “a short and plain statement of the grounds for removal.” The United States Supreme Court has held that to satisfy the “short and plain statement” requirement, the removal notice must allege the amount in controversy “plausibly” but “need not contain evidentiary submissions” to support the allegation. *Dart Cherokee Basin Operating Co. v. Owens*, 135 S. Ct. 547, 551, 553 (2014) (quoting *Ellenburg v. Spartan Motors Chassis Inc.*, 519 F.3d 192 (4th Cir. 2008)). The general federal rule is that the amount in controversy is determined by the complaint itself. See *Horton v. Liberty Mut. Ins. Co.*, 367 U.S. 348, 353 (1961); *Angus v. Shiley, Inc.*, 989 F.2d 142, 145 (3d Cir. 1993); *Hocker v. Kurfeld*, No. 15-04262, 2015 WL 8007463, at *2 (E.D. Pa. Dec. 7, 2015). “When a complaint does not limit its request to a precise monetary amount, the court must independently appraise the claim’s value to determine if it satisfies the amount in controversy requirement.” *Hocker*, 2015 WL 8007463 at *2 (citing *Angus*, 989 F.2d at 146).

24. Although the Defendants deny any liability for Plaintiffs’ alleged damages, the amount in controversy here exceeds \$75,000.

25. Plaintiffs allege that Plaintiffs’ and their Decedent’s damages include: “untimely death at 21 years old; cardiac arrhythmias; cardiac arrest; hypoxia; pain and suffering; loss of enjoyment of life and life’s pleasures; emotional distress; disfigurement; embarrassment; future lost wages; loss of future earning capacity; funeral expenses; medical expenses; all damages recoverable under the Survival Act; all damages recoverable under the Wrongful Death Act; and all damages ... permitted by Pennsylvania law.” (Compl. ¶ 78) Plaintiffs further characterize

Decedent's alleged injuries as "severe," "permanent," and "catastrophic." (Compl. ¶¶ 77, 93) Plaintiffs seek both compensatory and punitive damages. (Compl. ¶¶ 98, 110, 121, 129, 133, 136)

26. Based on these allegations and alleged damages, including the death of Decedent, the amount in controversy plainly exceeds the \$75,000 jurisdictional threshold. *See, e.g., Hocker*, 2015 WL 8007463, at *2 (finding amount in controversy exceeded \$75,000 where the complaint alleged serious medical injuries and medical costs); *Bakali v. Jones*, Civil Action No. 17-1162, 2018 U.S. Dist. LEXIS 102942, at *3 (W.D. Pa. June 20, 2018) (finding the amount in controversy based on the death of the decedent exceeded the \$75,000 jurisdictional threshold); *see also, Angus v. Shiley, Inc.*, 989 F.2d 142, 145–46 (3d Cir. 1993) (affirming denial of remand where plaintiff claimed emotional injuries only from allegedly defective medical device, because the complaint sought "at least" \$40,000 in damages and plaintiff claimed to have suffered anxiety and other emotional ailments).

27. Courts in this District and around the country routinely hold that cases involving alleged "serious and permanent" physical injuries, just like those alleged here, satisfy the amount-in-controversy requirement. *See, e.g., Brent v. First Student, Inc.*, 2020 U.S. Dist. LEXIS 88551, *6–7, 2020 WL 2570355 (E.D. Pa. May 20, 2020) ("Allegations of serious and permanent physical injuries resulting in 'loss of earnings and impairment of earning capacity and medical costs' are sufficient to establish that the jurisdictional minimum is met."); *Toan Nyugen v. Titus*, 2007 U.S. Dist. LEXIS 63731, *10, 2007 WL 2461815 (E.D. Pa. Aug. 29, 2007) (holding that the amount-in-controversy requirement was satisfied because a jury, if it found liability "would not be unreasonable in awarding Plaintiff damages exceeding \$75,000 if it credited Plaintiff's claims of physical injury and the resulting pain and anguish that has plagued him for the last two-and-a-half years as a result of the accident"); *see also Garcia v. Owens-Brockway Glass Container Inc.*, No.

LA CV16-01889 JAK (RAOx), 2016 WL 9275451, at *3 (C.D. Cal. June 30, 2016) (complaint seeking compensatory damages and damages for pain and suffering related to “severe injuries” is sufficient to demonstrate amount in controversy greater than \$75,000) (collecting cases).

28. Because there is complete diversity of citizenship and the amount-in-controversy requirement is satisfied, this Court has jurisdiction.

II. ALL OTHER REMOVAL REQUIREMENTS ARE SATISFIED.

A. This Notice of Removal Is Timely.

25. This Notice of Removal is timely under 28 U.S.C. § 1446(b) because none of the Defendants has yet been served. *See* 28 U.S.C. § 1446(b)(1)–(2).

B. Consent to Removal

26. Because none of the Defendants has been properly served, 28 U.S.C. § 1446(b)(2)(A) (“all defendants who have been properly joined and served must join in or consent to the removal of the action”) is not yet implicated. Nonetheless, PBC and PLLC are jointly filing this Notice of Removal.

27. None of the Defendants is a citizen of Pennsylvania for purposes of diversity jurisdiction, therefore removal is not barred by the presence of a properly served and joined forum defendant. 28 U.S.C. § 1441(b); *Encompass Ins. Co. v. Stone Mansion Restaurant, Inc.*, 902 F.3d 147 (3rd Cir. 2018).

C. Notice of Removal to Plaintiff

28. Pursuant to 28 U.S.C. § 1446(d), upon filing of this Notice of Removal, PBC and PLLC will furnish written notice to Plaintiffs’ counsel and will file a copy of this Notice with the Prothonotary of the Court of Common Pleas for Philadelphia County, Pennsylvania.

29. By filing this Notice of Removal, PBC and PLLC do not waive any defenses available to them and expressly reserve all such defenses.

D. The State Court File Is Attached

30. Pursuant to 28 U.S.C. § 1446(a), no process, pleadings, or orders have been served upon any Defendants. A copy of the Complaint is attached as **Exhibit A**. A copy of the state court docket as of October 26, 2023 is attached as **Exhibit B**.

WHEREFORE, PBC and PLLC respectfully give notice that the above-entitled action is removed from the Court of Common Pleas for Philadelphia County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania pursuant to 28 U.S.C. §§ 118(b), 1332, 1441, and 1446.

GREENBERG TRAUIG LLP

Dated: October 26, 2023

/s/ Gregory T. Sturges
Gregory T. Sturges, Esq.
1717 Arch Street, Suite 400
Philadelphia, PA 19103
T 215.988.7820
sturgesg@gtlaw.com

Lori G. Cohen, Esq. (*pro hac vice* to be filed)
Sara K. Thompson, Esq. (*pro hac vice* to be filed)
Marcella L. Ducca, Esq. (*pro hac vice* to be filed)
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Atlanta, GA 30305
T 678.553.2385
cohenl@gtlaw.com
sarah.thompson@gtlaw.com
duccam@gtlaw.com

***Attorneys for Panera Bread Company and
Panera, LLC***

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 26, 2023, I caused a true and correct copy of **NOTICE OF REMOVAL**, via CM/ECF system that will serve attorneys of record upon filing, and electronic mail, upon Plaintiff's attorney of record at the following virtual addresses:

Thomas Kline, Esq.
Elizabeth Crawford, Esq.
Michelle Paznokas, Esq.
Kline & Specter, P.C.
1525 Locust Street, 19th Floor
Philadelphia, PA 19102
thomas.kline@klinespecter.com
elizabeth.crawford@klinespecter.com
michelle.paznokas@klinespecter.com

/s/ Gregory T. Sturges

Gregory T. Sturges, Esq.

EXHIBIT “A”

Court of Common Pleas of Philadelphia County
Trial Division**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)

OCTOBER 2023**02242**

E-Filing Number: 2310046203

PLAINTIFF'S NAME JILL KATZ		DEFENDANT'S NAME PANERA BREAD COMPANY	
PLAINTIFF'S ADDRESS 23 HALF MOON ISLE JERSEY CITY NJ 07305		DEFENDANT'S ADDRESS 200 S. 40TH STREET PHILADELPHIA PA 19104	
PLAINTIFF'S NAME MICHAEL KATZ		DEFENDANT'S NAME PANERA, LLC	
PLAINTIFF'S ADDRESS 23 HALF MOON ISLE JERSEY CITY NJ 07305		DEFENDANT'S ADDRESS 3630 S. GEYER ROAD SUITE 100 ST. LOUIS MO 63127	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 2	TOTAL NUMBER OF DEFENDANTS 2	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other: _____		
CASE TYPE AND CODE 2P - PRODUCT LIABILITY			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		FILED PRO PROTHY OCT 23 2023 C. SMITH	
		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>JILL KATZ , MICHAEL KATZ</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY ELIZABETH CRAWFORD		ADDRESS 1525 LOCUST STREET 19TH FLOOR PHILADELPHIA PA 19102	
PHONE NUMBER (215) 772-1000	FAX NUMBER (215) 772-1359		
SUPREME COURT IDENTIFICATION NO. 313702		E-MAIL ADDRESS elissa.griffin@klinespecter.com	
SIGNATURE OF FILING ATTORNEY OR PARTY ELIZABETH CRAWFORD		DATE SUBMITTED Monday, October 23, 2023, 09:17 am	

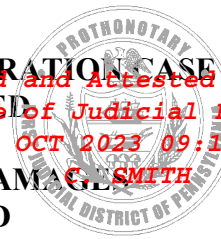
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**THIS IS NOT AN ARBITRATION CASE
JURY TRIAL DEMAND**

Filed and Attested by the
Office of Judicial Records
23 OCT 2023 09:17 am

**AN ASSESSMENT OF DAMAGES
HEARING IS REQUIRED**



Attorneys for Plaintiffs

JILL KATZ and MICHAEL KATZ, as
Administrators of the Estate of SARAH
KATZ, Deceased
23 Half Moon Isle
Jersey City, NJ 07305

COURT OF COMMON PLEAS OF
PHILADELPHIA COUNTY

NO.

Plaintiffs,

v.

PANERA BREAD COMPANY
200 S. 40th Street
Philadelphia, PA 19104
And
PANERA, LLC
3630 S. Geyer Road, Suite 100
St. Louis, MO 63127

Defendants.

"NOTICE"

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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"AVISO"

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas dispuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO, VAYA EN PERSONA O LLAME PER TELEFONO A LA OFICINA QUE SE ENCUESTRA ESCRITA ABAJO. ESTA OFICINA PUEDE PROVEER DE USTED INFORMACION SOBRE EMPLEAR A UN ABOGADO. SI USTED NO TIENE SUFICIENTE DINERO PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE PODER PROVEER DE USTED LA INFORMACION SOBRE LAS AGENCIAS QUE PUEDEN OFRECER SERVICIOS LEGAL A LAS PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO O NINGUN HONORARIO.

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CIVIL ACTION – COMPLAINT

Plaintiffs Jill and Michael Katz, as Administrators of the Estate of Sarah Katz, Deceased, by and through their attorneys, Kline & Specter, P.C., file this Complaint and state as follows:

PARTIES, JURISDICTION, AND VENUE

1. Jill and Michael Katz (hereinafter “Plaintiffs”) are adult persons and residents of the state of New Jersey, residing at 23 Half Moon Isle, Jersey City, NJ 07305.

2. Plaintiffs are the mother and father of their 21-year-old deceased daughter, Sarah Katz (hereinafter “Decedent”), a college student at the University of Pennsylvania, who was residing at 3601 Walnut Street Philadelphia, PA 19104 at the time of her death.

3. Plaintiffs file this Wrongful Death and Survival Action in their capacity as Administrators of the Estate of Decedent.

4. Defendant Panera Bread (“Panera Store”) is a chain bakery café offering food and beverages at 200 S. 40th Street, Philadelphia, PA 19104, where Decedent purchased the product at issue in this case, Panera Charged Lemonade.

5. At all relevant times hereto, Panera Store conducted systematic and continuous business activity within Philadelphia County.

6. Defendant Panera, LLC is a Delaware limited liability company in good standing in the State of Missouri, with its principal place of business and corporate headquarters at 3630 South Geyer Road, Suite 100, St. Louis, Missouri 63127.

7. Per the Pennsylvania Department of State’s Website, Panera, LLC is registered as a Foreign Limited Liability Company in Dauphin County, Pennsylvania.

8. The Court has personal jurisdiction over Defendants because the acts and/or omissions at issue in this litigation occurred in the city of Philadelphia, Pennsylvania, and Defendants regularly conduct business in Pennsylvania and the city of Philadelphia.

9. Venue is proper in the Philadelphia County Court of Common Pleas as Defendants regularly conduct business in Philadelphia.

OPERATIVE FACTS

10. The preceding paragraphs are incorporated by reference as if fully set forth herein.

11. Decedent was a 21-year-old University of Pennsylvania student with an exemplary record.

12. Decedent was studying international relations and health and societies with a minor in East Asian languages and civilizations.

13. Before coming to the University of Pennsylvania, Decedent received a full merit scholarship to learn Mandarin at the University of Electronic Science and Technology of China in Chengdu, China.

14. Decedent also worked as a research assistant at the Children's Hospital of Philadelphia and served as a Rep Cap Ambassador with the American Heart Association where she taught CPR in high schools and underserved communities.

15. Decedent also served as a membership coordinator and CPR training project chair in the Student Committee on Undergraduate Education and was a student leader in the John Marshall Pre-Law Honor Society, a member in Penn Hillel, and was the social chair of Sigma Kappa sorority.

16. On or about September 1, 2022, Decedent obtained a Panera Sip Club membership.

17. Decedent used her Panera Sip Club membership to purchase Panera Charged Lemonade at the Panera Store located at 200 S. 40th Street, Philadelphia, PA 19104.

18. Decedent had been diagnosed with Long QT Type 1 Syndrome (LQT1) at age five.

19. In LQT1, the potassium ion channels in the heart do not work properly, disrupting the heart's electrical activity, resulting in potentially life-threatening abnormal heart rhythms (arrhythmias).

20. Very intense physical exercise, particularly swimming, can trigger arrhythmias in people with LQT1.

21. LQT1 is the most common and is manageable and responsive to medication in most cases.

22. Because energy drinks have been shown to adversely affect the heart's rhythm in patients with Long QT Syndrome, they should be avoided in Long QT patients.¹

23. In addition to taking daily medication and following all medical advice, Decedent effectively managed her condition by abstaining from energy drinks and highly caffeinated beverages.

24. Decedent also drank electrolyte drinks, like Gatorade.

¹ Amandeep Kaur et al., *Energy drink consumption: a rising public health issue*, 23 REV. IN CARDIOVASCULAR MED. 83 (2022); Bishoy Wassef et al., *Effects of energy drinks on the cardiovascular system*, 9 WORLD J. OF CARDIOLOGY 796 (2017); Christian Ellermann et al., *Cardiovascular risk of energy drinks: Caffeine and taurine facilitate ventricular arrhythmias in a sensitive whole-heart model*, 33 J. CARDIOVASCULAR ELECTROPHYSIOLOGY 1290 (2022); Melanie A. Heckman et al., *Caffeine (1, 3, 7-trimethylxanthine) in Foods: A Comprehensive Review on Consumption, Functionality, Safety, and Regulatory Matters*, 75 J. OF FOOD SCIENCE R77 (2010); Muhammad A. Mangi et al., *Energy Drinks and the Risk of Cardiovascular Disease: A Review of Current Literature*, 9 CUREUS 1322 (2017); Sahej Baines et al., *Highly Caffeinated Energy Drinks and Genetic Heart Disease-Associated Sudden Cardiac Arrest*, 146 CIRCULATION 12083 (2022).

25. The Gatorade logo depicts a heavy black capital letter “G,” which stands for the name of the brand, with a sharp orange and red lightning bolt, which represents the energy and power the drink gives through electrolytes, such as potassium and sodium.

26. Gatorade contains no caffeine but uses a “charged” symbol to represent hydration.

27. Panera Charged Lemonade also advertised using the term “charged.”

28. In addition to electrolyte enhanced beverages like Gatorade, Decedent was permitted to have reasonable amounts of caffeine but not energy drinks.

29. Decedent attended two cardiac appointments a year upon initial diagnosis and always received normal test results.

30. Decedent subsequently attended one cardiac appointment a year and always received normal test results.

31. Decedent was also involved in many research studies around the world to maintain her and others’ conditions without incident.

32. Friends and family members of Decedent will attest that Decedent followed her physicians’ every recommendation in her excellent management of her Long QT Syndrome and never knowingly consumed energy drinks.

33. Panera Bread was a brand known to Decedent and advertised itself as a healthier and “clean” fast food chain restaurant for adults and children alike.

34. The display of Panera Charged Lemonade at the retail store at 200 S. 40th Street, Philadelphia, PA 19104 was offered side-by-side with all of Panera’s non-caffeinated and/or less caffeinated drinks; it was not advertised as an “energy drink.”



35. These unregulated beverages include no warning of any potentially dangerous effects, even the life-threatening effects on blood pressure, heart rate, and/or brain function.

36. These unregulated beverages reflect no warning of any risks of ingesting these concentrated amounts of caffeine in connection with the stimulants and sugar.



37. These unregulated beverages contain no advertisement as an “energy” drink and, instead, represent them as “clean” and akin to Panera Dark Roast coffee, when they contain not only caffeine, but also the stimulant guarana and exorbitant amounts of sugar.

38. Panera Charged Lemonade is advertised as “Plant-based and Clean with as much caffeine as our Dark Roast coffee” in small print and suggests “Sip, ENJOY, Repeat. Unlimited Sip Club.”



39. Accordingly, Decedent consumed the Panera Charged Lemonade, reasonably confident it was a traditional lemonade and/or electrolyte sports drink containing a reasonable amount of caffeine safe for her to drink.

40. On September 10, 2022, following consumption of the Panera Charged Lemonade, Decedent, while with her friends at a restaurant in her apartment building, suffered a cardiac arrest.

41. After being transported to Pennsylvania Presbyterian Hospital, she had another arrest and was pronounced dead.

Defective Design

42. Defendants design, formulate, manufacture, market, warrant, promote, distribute, and sell to consumers at their retail locations a product called Panera Charged Lemonade.

43. Defendants sell the Panera Charged Lemonade at one of their retail stores located at 200 S. 40th Street, Philadelphia, PA 19104.

44. Panera Charged Lemonade is a beverage designed by Defendants that contains the following ingredients: water, caffeinated mango yuzu citrus flavored syrup (water, apple juice concentrate, sugar, citric acid), caffeine, coffee extract (source of caffeine), guarana extract (source of caffeine), acerola powder, ascorbic acid, natural flavor (mango, yuzu, and citrus natural flavors with other natural flavors), beta-carotene (color), and agave lemonade base (water, sugar, lemon juice, lemon juice concentrate, agave, natural flavors).

45. Many ingredients in the Panera Charged Lemonade are classified as “stimulants” by the Centers for Disease Control, which warns that ingredients for consumption classified as “stimulants” may have dangerous health effects by increasing blood pressure, heart rate, breathing, as well as dangerous effects on the nervous system.²

46. The caffeine content of the Panera Charged Lemonade ranges from 260 milligrams in 20 fluid ounces (regular size) to 390 milligrams in 30 fluid ounces (large size, Sip Club size).

47. At 30 fluid ounces, Panera Charged Lemonade exceeds the combined contents of 12 fluid ounces of Red Bull (114 milligrams caffeine) and 16 fluid ounces of Monster Energy Drink (160 milligrams caffeine).

48. The caffeine content of Panera Dark Roast coffee ranges from merely 161 milligrams in 12 fluid ounces (small coffee), 216 milligrams in 16 fluid ounces (medium coffee), and 268 milligrams in 20 fluid ounces (large coffee).

² *The Buzz on Energy Drinks*, CENTER FOR DISEASE CONTROL AND PREVENTION, <https://www.cdc.gov/healthyschools/nutrition/energy.htm> (last visited Jul. 12, 2023).

49. The sugar content of Panera Charged Lemonade ranges from 82 grams to 124 grams of sugar, exceeding the combined contents of both a 12-fluid-ounce Red Bull (27 grams of sugar) and 16-fluid-ounce Monster Energy Drink (54 grams of sugar).

50. The low end of the sugar content of Panera Charged Lemonade (82 grams of sugar) is equivalent to 20.5 teaspoons of sugar, and the high end (124 grams of sugar) is equivalent to 29.75 teaspoons of sugar.

51. Panera Charged Lemonade is defective in design because it is a dangerous energy drink.

52. Defendants knew or should have known that the Panera Charged Lemonade, as designed and formulated, once consumed, could injure children, pregnant and breastfeeding women, and people sensitive to caffeine—including those with underlying heart problems—by causing catastrophic injuries and/or death.

53. Due to the defective and unreasonably dangerous design of Panera Charged Lemonade, customers were and continue to be at an increased risk of injury while consuming the dangerous beverage.

54. Due to the unreasonably dangerous and defective design of Panera Charged Lemonade, as described throughout this Complaint, Decedent suffered cardiac arrhythmias and ultimately cardiac arrest, which resulted in her death.

Defective Manufacturing

55. Panera Charged Lemonade is also defectively manufactured because it is mixed in-house by Panera employees.

56. This manufacturing is inherently dangerous because Panera Charged Lemonade involves mixing unsafe ingredients at certain concentrations.

57. Knowing this, before and during the marketing and sale of the Panera Charged Lemonade, Defendants knew or should have known that proper quality control for manufacturing and/or mixing the product was crucial to consumer safety, and that permitting their employees to mix the product could result in an increased risk of causing permanent and catastrophic injuries to consumers—especially children, pregnant and breastfeeding women, and caffeine-sensitive individuals (e.g., those with underlying heart problems).

58. Due to the unreasonably dangerous and defective manufacturing of Panera Charged Lemonade, as described throughout this Complaint, Decedent suffered cardiac arrhythmias and ultimately cardiac arrest, which resulted in her death.

Defective Warnings

59. Defendants also failed to properly warn consumers of their dangerous product, Panera Charged Lemonade.

60. Defendants did not market, advertise, and sell Panera Charged Lemonade in the store as an “energy drink,” which is a drink containing large amounts of caffeine, added sugar, other additives, and stimulants, such as guarana and/or taurine and/or L-carnitine (“stimulants”).

61. Instead, Defendants market, advertise, and sell Panera Charged Lemonade as a product that is “Plant-based and Clean with as much caffeine as our Dark Roast Coffee.”

62. The fact that Defendants do not specify what size of Panera Dark Roast coffee is akin to a Panera Charged Lemonade makes this representation ambiguous and unhelpful to consumers.

63. Panera Dark Roast coffee has no sugar.

64. Panera Dark Roast coffee’s only ingredient is “Arabica Coffee.”

65. Panera Charged Lemonade does not declare the total quantity of caffeine from all sources on the container itself—rather, it merely compares it to an unspecified size of Panera Dark Roast coffee, a beverage which does not contain the added stimulants of sugar and guarana.

66. Panera Charged Lemonade contains the stimulant guarana as another source of caffeine content.

67. Panera Charged Lemonade is a juice beverage marketed to children and adults alike, and it was displayed and offered in Panera stores in the same or similar manner and location in which they offer all other non-caffeinated juice beverages.

68. Consumers are not provided a factual basis for understanding it is an energy drink containing exorbitant amounts of caffeine, caffeine sources, stimulants, and sugar.

69. Panera Charged Lemonade is not in compliance with the labeling or marketing commitments adopted by the American Beverage Association, which is the trade association representing the broad spectrum of companies that manufacture and distribute non-alcoholic beverages, including energy drinks, in the United States.³

70. Before and during the marketing and sale of the Panera Charged Lemonade, Defendants knew or should have known that the defective and unreasonably dangerous design of Panera Charged Lemonade could cause catastrophic injuries, including, *inter alia*, heart arrhythmias, cardiac arrest, and/or death.

71. Knowing this, before and during the marketing and sale of the Panera Charged Lemonade, Defendants knew or should have known that (1) proper notice of the product's exorbitant caffeine content was required and (2) that the omission of such consumer notice

³ABA *Guidance for the Responsible Labeling and Marketing of Energy Drinks*, AM. BEVERAGE ASS'N, <https://www.energydrinkinformation.com/files/resources/2014-energy-drinks-guidance-approved-by-bod-43020c.pdf> (last visited July 17, 2023).

increased the risk of causing permanent and catastrophic injuries, especially to children, pregnant and breastfeeding women, and caffeine-sensitive individuals (e.g., those with underlying heart problems).

72. Defendants knew or should have known that displaying the Panera Charged Lemonade in the same manner and location in which Panera offers all other non-caffeinated juice beverage options increased the risk of causing permanent and catastrophic injuries to consumers unaware of the beverages' serious differences.

73. In addition, Defendants knew or should have known that failing to advertise the Panera Charged Lemonade as an energy drink increased the risk of causing permanent and catastrophic injuries to consumers.

74. Despite knowing that the design of the Panera Charged Lemonade caused and increased the risk of causing permanent and catastrophic injuries and death, Defendants continued to advertise, market, and sell Panera Charged Lemonade as a safe-for-all beverage.

75. Defendants even included Panera Charged Lemonade as part of their "Sip Club"—whereby they encouraged Sip Club members to drink unlimited Panera Charged Lemonade every day.

76. The defective design and manufacturing of the Panera Charged Lemonade caused, increased the risk of harm, and/or was a substantial contributing cause of causing permanent and catastrophic injuries to consumers, including Decedent.

77. The failure to warn of the risk of severe injury or death to consumers, including Decedent, as described throughout this Complaint, caused, increased the risk of harm, and/or was a substantial contributing cause of causing permanent and catastrophic injuries to consumers, including Decedent.

78. As set forth more fully below, Defendants engaged in negligent, reckless, intentional, fraudulent, reckless, and/or outrageous misconduct which caused, increased the risk of harm, and/or was a substantial contributing cause of Plaintiffs' and their Decedent's damages which include, but are not limited to, the following:

- a. untimely death at 21 years old;
- b. cardiac arrhythmias;
- c. cardiac arrest;
- d. hypoxia;
- e. pain and suffering;
- f. loss of enjoyment of life and life's pleasures;
- g. emotional distress;
- h. disfigurement;
- i. embarrassment;
- j. future lost wages;
- k. loss of future earning capacity;
- l. funeral expenses;
- m. medical expenses;
- n. all damages recoverable under the Survival Act;
- o. all damages recoverable under the Wrongful Death Act; and
- p. all damages as set forth in greater detail in Plaintiffs' Complaint and as permitted by Pennsylvania law.

COUNT I – STRICT PRODUCTS LIABILITY
PLAINTIFFS V. ALL DEFENDANTS

79. Plaintiffs incorporate by reference all the above paragraphs as though set forth fully herein.

80. At all relevant times hereto, Defendants assumed a duty in strict liability to design and manufacture drinks for consumption without a defective condition, and to warn about the dangers inherent in the drink.

81. At all relevant times hereto, Defendants knew or should have known of the foreseeable risk of cardiac-related injuries inherent in the design and manufacturing of Panera Charged Lemonade.

82. At the time Defendants designed, formulated, manufactured, marketed, sold, promoted, and distributed Panera Charged Lemonade, it was defective in its design, unreasonably dangerous, and unsafe for its intended purpose because it did not provide adequate protection and/or warning against the foreseeable risk of cardiac-related injuries and death.

83. At the time Defendants designed, formulated, manufactured, marketed, sold, promoted, and distributed Panera Charged Lemonade, it was defective in its manufacturing, unreasonably dangerous, and unsafe for its intended purpose because it did not provide adequate protection and/or warning against the foreseeable risk of cardiac-related injuries and death.

84. The Panera Charged Lemonade at issue was in the same or substantially similar condition as when it left the possession of Defendants.

85. Neither Plaintiffs nor their Decedent misused or materially altered the Panera Charged Lemonade.

86. The Panera Charged Lemonade at issue could not be consumed as safely as an ordinary consumer would have expected when consumed in a reasonably foreseeable way, because of, *inter alia*, a lack of quality control in its in-house preparation.

87. Further, a reasonable person would conclude that the probability and seriousness of harm outweighs the burden or cost of making Panera Charged Lemonade safe and quality controlled.

88. The Panera Charged Lemonade was defective in one or more of the following respects:

- a. the Panera Charged Lemonade was designed such that it could cause cardiac-related injuries to persons, especially to children, pregnant and breastfeeding women, and caffeine-sensitive individuals;
- b. the Panera Charged Lemonade is manufactured and formulated in-store by employees such that its caffeine content is not controlled and, in turn, has an innate and dangerous potential to vary;

- c. the Panera Charged Lemonade marketing, labeling, and/or packaging misrepresented the beverage as a harmless fruit juice beverage when it is similar to an energy drink;
- d. the Panera Charged Lemonade marketing and/or website misrepresented the beverage's caffeine content as "as much as [their] dark roast coffee," when a large Panera Dark Roast coffee contains 268 milligrams of caffeine, and a large Panera Charged Lemonade has 390 milligrams of caffeine;
- e. the Panera Charged Lemonade was offered without limit as part of the Panera Sip Club membership, even though Defendants knew or should have known of the risks associated with exorbitant caffeine and stimulant consumption;
- f. the Panera Charged Lemonade marketing, labeling, and/or packaging misrepresented the beverage's potential to cause cardiac-related injuries, especially in children, pregnant and breastfeeding women, and caffeine-sensitive individuals;
- g. Defendants failed to adequately inform and warn consumers of the beverage's high caffeine content and related propensity to cause cardiac-related injuries, especially in children, pregnant and breastfeeding women, and caffeine-sensitive individuals;
- h. Defendants designed, formulated, assembled, manufactured, sold, promoted, supplied, and/or distributed a product in a defective condition;
- i. Defendants designed, formulated, assembled, manufactured, sold, promoted, supplied, and/or distributed a product that was unreasonably dangerous to consumers;
- j. Defendants designed, formulated, assembled, manufactured, sold, promoted, supplied, and/or distributed a product which was not reasonably fit, suitable, or safe for its intended and represented purpose;
- k. Defendants designed, formulated, assembled, manufactured, sold, promoted, supplied, and/or distributed a product which could be designed more safely;
- l. Defendants marketed the Panera Charged Lemonade as "safe" and "plant-based";
- m. Defendants failed to adequately inform and warn consumers that the Panera Charged Lemonade was designed such that it can cause cardiac-related injuries in consumers;
- n. Defendants failed to adequately inform and warn consumers that the Panera Charged Lemonade is not a traditional caffeine-free lemonade but rather is akin to an energy drink;
- o. Defendants failed to adequately inform and warn consumers that the Panera Charged Lemonade was designed in such a way that it is not safe for consumption by children, pregnant and breastfeeding women, and caffeine-sensitive individuals;
- p. Defendants failed to adequately inform and warn consumers that the Panera Charged Lemonade is manufactured and formulated by in-store by employees such that its caffeine content and stimulants are not controlled and, in turn, has an innate potential to vary dangerously;
- q. Defendants failed to cease manufacturing or otherwise alter the composition of Panera Charged Lemonade to produce a safer alternative, despite the fact that

Defendants knew or should have known that such drinks posed a serious risk of bodily harm to consumers;

- r. Defendants failed to conduct post-marketing surveillance to determine the safety of Panera Charged Lemonade;
- s. Defendants inaccurately and misleadingly marketed the Panera Charged Lemonade as safe and “clean”;
- t. Defendants inaccurately and misleadingly marketed offered the Panera Charged Lemonade as a fruit juice beverage, displaying it in the same or similar manner and location in which Panera offers all other non-caffeinated juice beverage options;
- u. Defendants inaccurately and misleadingly marketed the Panera Charged Lemonade as an “energy drink” on the Panera website, but not in the store setting;
- v. Defendants inaccurately and misleadingly marketed the Panera Charged Lemonade’s caffeine content on the Panera website as “as much as [Panera’s] dark roast coffee”; and
- w. other negligence regarding Panera Charged Lemonade that may be identified during discovery

89. The Panera Charged Lemonade was defective in design, subjecting Defendants to strict liability, in one or more of the following respects:

- a. the Panera Charged Lemonade was designed, distributed, and sold such that its quality and caffeine content could not be controlled due to its in-house preparation;
- b. Defendants designed, distributed, and sold a product in a defective condition;
- c. Defendants designed, distributed, and sold a product that was unreasonably dangerous to consumers;
- d. Defendants designed, distributed, and sold a product which was not reasonably fit, suitable, or safe for its intended and represented purpose;
- e. Defendants designed, distributed, and sold a product which could be formulated more safely;
- f. being otherwise defective as learned through discovery.

90. The Panera Charged Lemonade was defective in manufacturing, subjecting Defendants to strict liability, in one or more of the following respects:

- a. the Panera Charged Lemonade was manufactured such that its quality and caffeine content could not be controlled due to its in-house preparation;
- b. Defendants manufactured and sold a product in a defective condition;
- c. Defendants manufactured and sold a product that was unreasonably dangerous to consumers;
- d. Defendants manufactured and sold a product which was not reasonably fit, suitable, or safe for its intended and represented purpose;

- e. Defendants manufactured and sold a product which could be formulated more safely; and
- f. being otherwise defective as learned through discovery.

91. The Panera Charged Lemonade had defective warnings, subjecting Defendants to strict liability, in one or more of the following respects:

- a. the Panera Charged Lemonade marketing, labeling, and/or packaging misrepresented the beverage as a fruit juice and/or non-caffeinated beverage;
- b. the Panera Charged Lemonade marketing, labeling, and/or packaging did not indicate it was an energy and/or highly caffeinated drink;
- c. the Panera Charged Lemonade marketing, labeling, and/or packaging did not explain its potential to cause cardiac-related injuries, especially in children, pregnant and breastfeeding women, and caffeine-sensitive individuals;
- d. Defendants failed to adequately inform and warn consumers of the beverage's high caffeine content and related propensity to cause cardiac-related injury, especially in children, pregnant and breastfeeding women, and caffeine-sensitive individuals;
- e. Defendants marketed the Panera Charged Lemonade as "safe" and "plant-based";
- f. Defendants failed to adequately advertise or otherwise disclose the amount of caffeine in their Panera Charged Lemonade; and
- g. being otherwise defective as learned through discovery.

92. Defendants are strictly liable to Plaintiffs and their Decedent for designing, manufacturing, and failing to warn of the dangers of a defective and unreasonably dangerous product.

93. The defective and unreasonably dangerous condition of the Panera Charged Lemonade was the direct and proximate cause of Decedent's severe and permanent injuries and damages, as previously set forth herein.

94. Defendants' failure to warn of the substantial dangers and inherent risks of Panera Charged Lemonade's exorbitant caffeine content and stimulants, as well as the inherent risks associated with the reasonably foreseeable use of Panera Charged Lemonade, was the direct and proximate cause of Decedent's injuries and damages, and it increased the risk of harm, as previously set forth herein.

95. The inherent risks associated with Panera Charged Lemonade outweighed the benefits of its consumption, as a safer alternative design was economically and technologically feasible at the time the product left the control of Defendants.

96. At all times, Defendants knew there was a high degree of probability of harm to Decedent and acted with a reckless indifference to the potential and foreseeable consequences of Defendants' defective product.

97. At all times, Defendants knew of the serious harm that could result from their conduct.

98. Defendants were always aware or recklessly disregarded the likelihood that such serious harm would arise from their conduct.

WHEREFORE, Plaintiffs respectfully request judgment in their favor and against Defendants, jointly and severally, including claims for compensatory damages, punitive damages, interest, costs of suit, and such other relief as this Honorable Court may deem appropriate and just.

COUNT II – NEGLIGENCE
PLAINTIFFS V. ALL DEFENDANTS

99. Plaintiffs incorporate by reference all the above paragraphs as though set forth fully herein.

100. At all relevant times hereto, it was Defendants' duty to use reasonable care in the design, manufacturing, formulation, marketing, sale, promotion, and/or distribution of Panera Charged Lemonade.

101. This duty required Defendants to ensure that its product did not pose an unreasonable risk of bodily harm to Decedent and all other consumers, and similarly required Defendants to warn of side effects, risks, and dangers associated with the consumption of Panera Charged Lemonade.

102. At all relevant times hereto, Defendants knew or should have known of the foreseeable risk of cardiac-related injuries inherent in consuming Panera Charged Lemonade.

103. Defendants breached the duty of care they assume and owe to consumers and were negligent, careless, and reckless in designing, formulating, manufacturing, marketing, selling, promoting, and distributing Panera Charged Lemonade in one or more of the following respects:

- a. the Panera Charged Lemonade was designed such that it could cause cardiac-related injuries to persons, especially to children, pregnant and breastfeeding women, and caffeine-sensitive individuals;
- b. the Panera Charged Lemonade is manufactured and formulated in-store by employees such that its caffeine content is not controlled and, in turn, has an innate and dangerous potential to vary;
- c. the Panera Charged Lemonade marketing, labeling, and/or packaging misrepresented the beverage as a harmless fruit juice beverage when it is akin to an energy drink;
- d. the Panera Charged Lemonade marketing and/or website misrepresented the beverages caffeine content as “as much as [their] dark roast coffee,” when a large Panera Dark Roast coffee contains 268 milligrams of caffeine, and a large Panera Charged Lemonade has 390 milligrams of caffeine;
- e. the Panera Charged Lemonade was offered without limit as part of the Panera Sip Club membership, even though Defendants knew or should have known of the risks associated with exorbitant caffeine and stimulant consumption;
- f. the Panera Charged Lemonade marketing, labeling, and/or packaging misrepresented the beverage’s potential to cause cardiac-related injuries, especially in children, pregnant and breastfeeding women, and caffeine-sensitive individuals;
- g. Defendants failed to adequately inform and warn consumers of the beverage’s high caffeine content and related propensity to cause cardiac-related injuries, especially in children, pregnant and breastfeeding women, and caffeine-sensitive individuals;
- h. Defendants designed, formulated, assembled, manufactured, sold, promoted, supplied, and/or distributed a product in a defective condition;
- i. Defendants designed, formulated, assembled, manufactured, sold, promoted, supplied, and/or distributed a product that was unreasonably dangerous to consumers;
- j. Defendants designed, formulated, assembled, manufactured, sold, promoted, supplied, and/or distributed a product which was not reasonably fit, suitable, or safe for its intended and represented purpose;
- k. Defendants designed, formulated, assembled, manufactured, sold, promoted, supplied, and/or distributed a product which could be designed more safely;
- l. Defendants marketed the Panera Charged Lemonade as “safe” and “plant-based”;

- m. Defendants failed to adequately inform and warn consumers that the Panera Charged Lemonade was designed such that it can cause cardiac-related injuries in persons who consume it;
- n. Defendants failed to adequately inform and warn consumers that the Panera Charged Lemonade is not a traditional caffeine-free lemonade such that it is similar to an energy drink;
- o. Defendants failed to adequately inform and warn consumers that the Panera Charged Lemonade was designed in such a way that it is not safe for consumption by children, pregnant and breastfeeding women, and caffeine-sensitive individuals;
- p. Defendants failed to adequately inform and warn consumers that the Panera Charged Lemonade is assembled in-store by employees such that its caffeine content and stimulants are not controlled and, in turn, has an innate potential to vary dangerously;
- q. Defendants failed to cease manufacturing or otherwise alter the composition of Panera Charged Lemonade to produce a safer alternative, despite the fact that Defendants knew or should have known that such drinks posed a serious risk of bodily harm to consumers;
- r. Defendants inaccurately and misleadingly marketed the Panera Charged Lemonade as an “energy drink” on the Panera website, but not in the store setting;
- s. Defendants failed to conduct post-marketing surveillance to determine the safety of Panera Charged Lemonade;
- t. Defendants inaccurately and misleadingly marketed the Panera Charged Lemonade as safe and “clean”;
- u. Defendants inaccurately and misleadingly marketed and offered the Panera Charged Lemonade as a fruit juice beverage, displaying it in the same or similar manner and location in which Panera offers all other non-caffeinated juice beverage options;
- v. Defendants inaccurately and misleadingly marketed the Panera Charged Lemonade’s caffeine content on the Panera website as “as much as [Panera’s] dark roast coffee”; and
- w. other negligence regarding Panera Charged Lemonade that may be identified during discovery

104. Defendants’ negligence, carelessness, and recklessness in designing, formulating, manufacturing, marketing, promoting, and selling Panera Charged Lemonade was the direct and proximate cause of Decedent’s injuries and damages, as previously set forth herein.

105. Defendants knew or should have known that consumers, including Decedent, would accept the material misrepresentations made regarding the nature and safety of Panera Charged Lemonade as true and accurate.

106. Defendants designed, manufactured, and sold the Panera Charged Lemonade knowing that the product was defective because it contained stimulants causing cardiac arrhythmias and other cardiac-related injuries—especially in children, pregnant and breastfeeding women, and caffeine-sensitive individuals, such as those with underlying heart conditions.

107. By failing to give Decedent warning of the potential and reasonably foreseeable consequences of using the product and by its material misrepresentations, Defendants acted with wanton and willful disregard of Decedent’s health and rights.

108. At all times, Defendants knew there was a high degree of probability of harm to Decedent and acted with a reckless indifference to the potential and foreseeable consequences of Defendants’ defective product.

109. At all times, Defendants knew of the serious harm that could result from their conduct.

110. Defendants were always aware or recklessly disregarded the likelihood that such serious harm would arise from their conduct.

WHEREFORE, Plaintiffs respectfully request judgment in their favor and against Defendants, jointly and severally, including claims for compensatory damages, punitive damages, interest, costs of suit, and such other relief as this Honorable Court may deem appropriate and just.

COUNT III – MISREPRESENTATION
PLAINTIFFS V. ALL DEFENDANTS

111. Plaintiffs incorporate by reference all the above paragraphs as though set forth fully herein.

112. At all relevant times hereto, Defendants knew or should have known of the foreseeable risk of cardiac-related injuries inherent in the Panera Charged Lemonade.

113. Defendants negligently and recklessly misrepresented material facts regarding the safety of the Panera Charged Lemonade in one or more of the following respects:

- a. marketing the Panera Charged Lemonade as safe and “clean”;
- b. marketing and offering the Panera Charged Lemonade as a fruit juice beverage, displaying it in the same or similar manner and location in which Panera offers all other non-caffeinated juice beverage options;
- c. inaccurately marketing the Panera Charged Lemonade’s caffeine content on the Panera website as “as much as [Panera’s] dark roast coffee”; and
- d. other misrepresentations regarding Panera Charged Lemonade that may be identified during discovery.

114. Defendants knew or should have known that consumers, including Decedent, would accept the material misrepresentations made regarding the nature and safety of Panera Charged Lemonade as true and accurate.

115. Defendants knew or should have known that consumers, including Decedent, would rely on the material misrepresentations made regarding the safety of Panera Charged Lemonade when deciding whether to consume it.

116. Defendants materially represented the nature of Panera Charged Lemonade with the intent to induce consumers, including Decedent, to purchase and consume it.

117. Decedent justifiably relied on Defendants’ material misrepresentations regarding the safety of the Panera Charged Lemonade when deciding to consume it on and before September 10, 2022, as part of her Sip Club membership.

118. As a direct and proximate result of Defendants’ material misrepresentations, Decedent suffered severe injuries and damages from consuming Panera Charged Lemonade in a reasonably foreseeable manner, as previously set forth herein.

119. At all times, Defendants knew there was a high degree of probability of harm to Decedent and acted with a reckless indifference to the potential and foreseeable consequences of Defendants’ defective product.

120. At all times, Defendants knew of the serious harm that could result from their conduct.

121. Defendants were always aware or recklessly disregarded the likelihood that such serious harm would arise from their conduct.

WHEREFORE, Plaintiffs respectfully request judgment in their favor and against Defendants, jointly and severally, including claims for compensatory damages, punitive damages, interest, costs of suit, and such other relief as this Honorable Court may deem appropriate and just.

COUNT IV – BREACH OF EXPRESS WARRANTY
PLAINTIFFS V. ALL DEFENDANTS

122. Plaintiffs incorporate by reference all the above paragraphs as though set forth fully herein.

123. All Defendants expressly warranted that Panera Charged Lemonade was safe and “clean” to members of the consuming public, including Decedent.

124. Panera Charged Lemonade does not conform to these express representations because it contains an exorbitant amount of caffeine content and stimulants causing cardiac arrhythmias and other cardiac-related injuries, especially in children, pregnant and breastfeeding women, and caffeine-sensitive individuals.

125. Defendants breached their express warranties to the consuming public, including, but not limited to, Decedent.

126. As a direct and proximate result of Defendants’ breach of express warranties, Decedent suffered the injuries and damages set forth herein, entitling Plaintiffs to damages.

127. At all times, Defendants knew there was a high degree of probability of harm to Decedent and acted with a reckless indifference to the potential and foreseeable consequences of Defendants’ defective product.

128. At all times, Defendants knew of the serious harm that could result from their conduct.

129. Defendants were always aware or recklessly disregarded the likelihood that such serious harm would arise from their conduct.

WHEREFORE, Plaintiffs respectfully request judgment in their favor and against Defendants, jointly and severally, including claims for compensatory damages, punitive damages, interest, costs of suit, and such other relief as this Honorable Court may deem appropriate and just.

COUNT V – WRONGFUL DEATH
PLAINTIFFS V. ALL DEFENDANTS

130. Plaintiffs incorporate by reference all the above paragraphs as though set forth fully herein.

131. As Administrators of the estate of Decedent, Plaintiffs file this Wrongful Death Action pursuant to 42 Pa. C.S.A. §8301 *et seq.*

132. As Administrators of the estate of Decedent, Plaintiffs assert and claim all damages as set forth in the Wrongful Death Act and supporting case law.

133. The beneficiaries under the Wrongful Death Act are Decedent’s father and mother, Jill and Michael Katz.

WHEREFORE, Plaintiffs respectfully request judgment in their favor and against Defendants, jointly and severally, including claims for compensatory damages, punitive damages, interest, costs of suit, and such other relief as this Honorable Court may deem appropriate and just.

COUNT VI – SURVIVAL ACTION
PLAINTIFFS V. ALL DEFENDANTS

134. Plaintiffs incorporate by reference all the above paragraphs as though set forth fully herein.

135. As Administrators of the estate of Decedent, Plaintiffs bring this action on behalf of their daughter's estate in accordance with the Survival Act of the Commonwealth of Pennsylvania, 42 Pa. C.S.A. §8302 *et seq.*

136. As Administrators of the estate of Decedent, Plaintiffs assert and claim all damages as set forth in the Survival Act and supporting case law.

WHEREFORE, Plaintiffs respectfully request judgment in their favor and against Defendants, jointly and severally, including claims for compensatory damages, punitive damages, interest, costs of suit, and such other relief as this Honorable Court may deem appropriate and just.

Respectfully Submitted,

KLINE & SPECTER, P.C

By: /s/ Elizabeth A. Crawford, Esquire
Thomas R. Kline, Esquire
Elizabeth A. Crawford, Esquire
Michelle A. Paznokas, Esquire
Attorneys for Plaintiffs

VERIFICATION

Jill and Michael Katz hereby verify that they are the Plaintiffs in the within action and that the facts set forth in the foregoing Complaint are true and correct to the best of their knowledge, information, and belief. They are aware that if any of the foregoing statements made are willfully false, they are subject to punishment.

Jill Katz

JILL KATZ

Michael Katz

MICHAEL KATZ

Dated: Aug 2, 2023

Signature: *Jill Katz*
Jill Katz (Aug 2, 2023 09:27 EDT)
Email: jmillerm@trustlaw.com

Signature: *Michael Katz*
Michael Katz (Aug 23, 2023 09:44 EDT)
Email: katzm23@gmail.com

EXHIBIT “B”



A \$5 Convenience fee will be added to the transaction at checkout.

Case Description

Case ID: 231002242
Case Caption: KATZ ETAL VS PANERA BREAD COMPANY ETAL
Filing Date: Monday , October 23rd, 2023
Court: MAJOR JURY-COMPLEX
Location: CITY HALL
Jury: JURY
Case Type: PRODUCT LIABILITY
Status: WAITING TO LIST CASE MGMT CONF

Related Cases

No related cases were found.

Case Event Schedule

No case events were found.

Case motions



No case motions were found.

Case Parties

Seq #	Assoc	Expn Date	Type	Name
1			ATTORNEY FOR PLAINTIFF	CRAWFORD, ELIZABETH
Address:	1525 LOCUST STREET 19TH FLOOR PHILADELPHIA PA 19102 (215)772-1000 elissa.griffin@klinespecter.com	Aliases:	none	
2	1		ADMINISTRATRIX - PLAINTIFF	KATZ, JILL
Address:	23 HALF MOON ISLE JERSEY CITY NJ 07305	Aliases:	none	
3	1		ADMINISTRATOR - PLAINTIFF	KATZ, MICHAEL

Address:	23 HALF MOON ISLE JERSEY CITY NJ 07305	Aliases:	none	
4			DEFENDANT	PANERA BREAD COMPANY
Address:	200 S. 40TH STREET PHILADELPHIA PA 19104	Aliases:	none	
5			DEFENDANT	PANERA LLC
Address:	3630 S. GEYER ROAD SUITE 100 ST. LOUIS MO 63127	Aliases:	none	
6			TEAM LEADER	ANDERS, DANIEL J
Address:	529 CITY HALL PHILADELPHIA PA 19107	Aliases:	none	

Docket Entries

Filing Date/Time	Docket Type	Filing Party	Disposition Amount
23-OCT-2023 09:17 AM	ACTIVE CASE		
Docket Entry:	E-Filing Number: 2310046203		
23-OCT-2023 09:17 AM	COMMENCEMENT CIVIL ACTION JURY	CRAWFORD, ELIZABETH	
Documents:	Click link(s) to preview/purchase the documents Final Cover		 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	none.		
23-OCT-2023 09:17 AM	COMPLAINT FILED NOTICE GIVEN	CRAWFORD, ELIZABETH	
Documents:	Click link(s) to preview/purchase the documents Complaint_Katz_FINAL FOR FILING.pdf		 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 FILED.		

23-OCT-2023 09:17 AM	JURY TRIAL PERFECTED	CRAWFORD, ELIZABETH	
Docket Entry:	12 JURORS REQUESTED.		
23-OCT-2023 09:17 AM	WAITING TO LIST CASE MGMT CONF	CRAWFORD, ELIZABETH	
Docket Entry:	<i>none.</i>		

[▶ Case Description](#)

[▶ Related Cases](#)

[▶ Event Schedule](#)

[▶ Case Parties](#)

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